

INSIGHT Xtra APAC & EMEA — Registration Terms & Conditions

Version 1.0 • Updated August 29, 2025

These Registration Terms & Conditions ("Terms") govern attendance at NetApp INSIGHT Xtra events in APAC and EMEA (each an "Event"). They supplement any Event-specific terms shown on the applicable registration page and any on-site policies communicated by NetApp and venue operators.

1. Registration & Eligibility

By submitting a registration, you ('You' or 'Your') confirm that the information provided is accurate and that You meet any stated eligibility criteria for the Event and that You acknowledge and agree to the Terms. NetApp may, in its discretion, accept, refuse, or cancel registrations (with refunds where a fee was paid and as applicable per the Event page). Delegate substitutions may be permitted by written request to the Event helpdesk where feasible.

2. Data Protection

Any personal information collected from You during registration will be used strictly for the purpose of providing information to You about and administering Your participation at Event(s) (for example, confirmations, access control, safety, and post-event surveys) unless You have provided an opt-in, consenting to NetApp to use Your personal information for marketing purposes and/or to share Your personal information with NetApp partners, Event Sponsors and organizers. NetApp processes and uses Your personal information in accordance with applicable data protection laws and NetApp's privacy policy as more particularly set out at https://www.netapp.com/company/legal/privacy_policy/. NetApp will protect Your personal information from unauthorized access and use in accordance with applicable data protection laws.

Personal information may be accessed by NetApp entities and service providers in countries outside Your own (including the United States). Where required, NetApp uses appropriate safeguards for such transfers, including the European Commission's Standard Contractual Clauses (EU SCCs) and, where applicable, the UK International Data Transfer Addendum (IDTA).

3. Sponsor Entitlements & Attendee Lists

Sponsor benefits for INSIGHT Xtra events are defined in the applicable Sponsor Prospectus/Agreement. Where a package includes an 'Attendee list,' Sponsors will receive only the details of attendees who have opted in to receive communications from Sponsors. The provision of such lists to those Sponsors will be carried out in accordance with applicable laws.

4. Venue Rules

You must follow all venue rules and reasonable instructions from Event staff. Attendees are restricted from taking photographs, audio recordings, and/or video except as expressly permitted.

5. Photography, Recordings and Persona

Subject to applicable law, NetApp and/or its authorized representatives or the Event organizers may capture photos, audio, or video of You and/or Your fellow attendees at the Event (subject to **NetApp's Privacy Policy** and, in the case of NetApp personnel, the NetApp Employee Privacy Policy).

Where permitted by law, You hereby grant to NetApp and/or its authorized representatives or the Event organizers the absolute right and permission (or consent) to collect and use the following: Your name, likeness, biographical information, voice, image and/or photograph and any other indicia of persona ("Persona") in any manner or media whether existing now or hereinafter developed (including without limitation the internet) worldwide for Event-related promotion and other trade, advertising, educational, informational and/or promotional purposes (including the sharing of your Persona as outlined below) ("Media Purposes"), without compensation, and You waive any rights of inspection or approval.

Alternatively, You acknowledge that such photography, audio or video recording of You is based on NetApp's and/or our Sponsors and partners' legitimate interests. Such legitimate interests include promoting and documenting the Event or future events, as well as sharing information about the Event with a wider audience. In furtherance of such legitimate interests, these photos or recordings may be used for the aforementioned Media Purposes.

Pursuant to the above, NetApp and its authorized representatives may:

- (a) post photographs or videos of Your Persona on NetApp's official website(s) and social media accounts, including but not limited to Facebook, X, Instagram, LinkedIn and other platforms, such as YouTube;
- (b) share the photographs or videos of Your Persona with other attendees of the Event and NetApp's personnel or partners, either through digital means (e.g., email, file sharing services) or physical means (e.g., printed photos); or
- (c) post or publish photographs or videos of Your Persona in internal and external NetApp publications such as marketing materials/leaflets, intranet, employee newsletters, magazines or reports, or in those publications of NetApp's funded agencies or partners .

You may request deletion of your Persona where applicable. You may do so by emailing dataprotection@netapp.com. Please note, however, NetApp will not be able to remove or delete your Persona from any marketing materials or media which have already been published and are out in the public domain. You have the right to object to the processing of Your personal information based on our or others' legitimate interests as outlined in **NetApp's Privacy Policy**. If You exercise this right, NetApp will respect any such objection unless the processing is based on compelling legitimate grounds or is needed for the exercise or defence of legal claims that may be brought by or against NetApp. If You do not wish to be photographed, filmed, or recorded, please inform a member of NetApp's staff at the Event or contact us using the contact methods set out in **NetApp's Privacy Policy**

6. Changes, Cancellations & Refunds

Event programs, speakers, dates, or venues may change. If, for any reason, NetApp in its sole discretion cancels an Event, registered attendees will be notified using the email address provided. INSIGHT Xtra are free of charge.

7. Liability & Force Majeure

To the maximum extent permitted by law, NetApp shall not be liable for any indirect, incidental, or consequential damages arising out of Your attendance. NetApp's performance may be excused for events beyond its reasonable control (e.g., acts of God, government actions, strikes, public health emergencies).

8. Export Controls & Sanctions

Attendance is prohibited for individuals or entities subject to applicable export controls, sanctions, or embargoes. By registering, You confirm you are not subject to such restrictions.

9. Governing Law

These Terms are governed by the laws applicable in the jurisdiction of the Event venue, for EMEA venues, they are governed by the laws of Ireland; however, nothing herein limits any non-waivable rights You may have under local law.